

APPENDIX TO THE 2007 Compact

WHEREAS, Tribe or Pueblo Name, a federally recognized Indian tribe operates a Gaming Enterprise on its land located within the exterior boundaries of the Tribe's reservation;

WHEREAS, Tribe or Pueblo Name conducts Gaming activities pursuant to a compact entered into between T or P Name and the State of New Mexico ("State") and approved by the United States Department of Interior ("Compact");

WHEREAS, the Tribe or Pueblo Name Gaming Commission is the Tribal Gaming Agency ("TGA") identified to the State Gaming Representative ("SGR") as the agency responsible for actions of the Tribe set out in the Compact and is the single contact with the State and may be relied upon as such by the State;

WHEREAS, the SGR is the person designated by the New Mexico Gaming Control Board ("NMGCB") pursuant to the Gaming Control Act [60-2E-1 to 60-2E-60 NMSA 1978] who shall be responsible for the actions of the State set out in the Compact;

WHEREAS, the Tribes and the State have engaged in negotiations leading to amendments to the 2001 Compact to be submitted for approval by the 2007 legislature.

WHEREAS, the parties wish to submit for approval certain details concerning certain aspects of their agreement to be made an integral part of the 2007 Compact, but to be designated as the Appendix to the Compact;

NOW, THEREFORE, the State and the Tribe agree to the following terms and conditions:

1. Section 2 (F) and Section 2(R) of the Compact provide definitions for gaming machines and table games. The definition of a gaming machine is intended to encompass the traditional slot

machine. The definition of a table game is intended to encompass traditional games that use cards such as poker, Pai-gow and blackjack, wheel games such as roulette and the Big Wheel, and dice games such as craps.

However, technology is constantly changing in the area of casino gaming and the once clear line between slot machines and table games is becoming less clear. It is the intention of the parties to accommodate and clarify revenue sharing requirements of new games that blur the line between traditional games. Generally, games that are predominantly mechanical, electromechanical or electronic are subject to revenue sharing and games that rely significantly on a casino attendant (a live person) to play the game are not subject to that obligation. Casino attendant involvement ranges from minimal interaction such as initiating the game and taking bets and/or making payout to substantial interaction such as participating in the game as a player (e.g. blackjack) or being involved in nearly every aspect of the game (e.g. craps). The greater the involvement of the casino attendant, the more likely the game is a table game. For example, a casino attendant may have some minimal involvement in an electromechanical slot machine game, such as making a pay-out, but that is not a significant enough involvement to exclude it from revenue sharing obligations. Similarly, although roulette has a mechanical aspect, it is not significant enough to make it subject to revenue sharing obligations.

Recognizing the dynamic nature of gaming technology, the parties shall attempt to agree on whether new mechanical, electromechanical or electronic games that utilize traditional components of table games, e.g. cards, wheels or dice, are subject to revenue sharing on a case by case basis. In the event the parties are unable to agree, the matter shall be submitted to arbitration pursuant to section 7.

2. Section 4 (B)(13) of the Compact provides that the Tribe shall make available to the SGR, unaltered data from all gaming machines. The information shall be downloadable from the Tribe's "slot account system." The parties agree that access to such data shall be made available as follows:

A. The SGR or designee shall have access to the gaming machine accounting data from the production side of the Tribe's "slot accounting system." The gaming machine accounting data consists of the raw, unaltered, data used by the Tribe to calculate "Net Win." This information shall not be in an altered, processed or manipulated format. This information shall be accessible by the SGR, as the SGR shall from time to time determine is required, on a per machine and/or aggregate basis based on a full game day cycle. The purpose of this information is to allow the SGR to verify the Tribe's "Net Win" calculation. A system for electronic access to the Tribe's gaming machine accounting data shall be constructed and installed at the State's cost.

B. The security codes for log-in by the SGR or designee shall be defined collectively by the TGA, the manufacturer of the "slot accounting system", and the SGR.

C. Access to the gaming machine accounting data shall be limited to the SGR or designee solely for purposes authorized in the Compact.

D. Any part of the gaming machine accounting data obtained herein is designated as confidential under the Compact and shall not be made available for public inspection by the SGR.

E. The information referred to herein shall be transferred over secure telecommunications lines.

F. The TGA shall ensure that the systems and connections necessary to provide access to the gaming machine accounting data are in place and operating as required under the Compact.

G. The TGA shall ensure that the SGR or designee is notified promptly either by electronic mail or telephone of any technical problems related to the generation, transfer or access of the gaming machine accounting data.

H. The TGA shall ensure that the SGR has access to the gaming machine accounting data on a periodic basis as determined from time to time by the SGR, but in no event shall access be more often than once in a 24 hour period and the SGR shall strive to access such information in a reasonable manner and only to the extent necessary to meet his obligations under the Compact.

I. The TGA shall at all times designate a person and an alternate as the daily contact person of the SGR or designee.

3. Section 4 (E)(2) provides that the TGA will certify annually to the SGR that the TGA has met its obligations under this compact.

A. The TGA shall annually certify to the SGR that the Tribe is in compliance with the provisions of the Compact by completing and submitting a Compliance Report.

B. The Compliance Report is a checklist of the applicable sections of the Compact outlined in form A provided at the end of this Appendix. The Compliance Report shall serve as an annual attestation to certify that the Tribe, TGA and Tribal Gaming Enterprise have met the obligations under the Compact.

C. The TGA shall complete and submit to the SGR its Compliance Report within thirty days of the end of the Tribe's fiscal year.

D. The TGA shall rely upon its records in preparing the Compliance Report. As evidence that the elements or requirements of the Compact have been met, the TGA shall conduct a comprehensive review of their gaming operations, which may include sample testing. The TGA shall determine the sample size to be used and will provide the methodology of the chosen sample size to the SGR. The TGA shall maintain all records relied upon in preparing the Compliance Report. The records shall be made available for review by the SGR or agent as requested.

E. The TGA shall attach a written explanation of the course of action taken to remedy or explain any portions of the audit checklist that are listed as non-compliant or partially compliant.

F. The SGR reserves the right to review the audit or compliance review and request additional documentation if necessary.

G. The SGR reserves the right of inspection pursuant to section 4(E)(3) of the 2007 Compact.

4. Section 4 (E)(3) of the Compact provides authorization for the SGR to inspect a Gaming Facility, Class III Gaming activity, individual gaming machines and all records relating to Class III Gaming of the Tribe. The parties agree that the protocol for inspection of gaming machines shall include the following:

A. The SGR shall have access to inspect individual gaming machines upon the terms and conditions set forth in Section 4 (E) (3) of the 2007 Compact.

B. The SGR recognizes that the Tribal gaming enterprise is a business and will take reasonable steps to not interfere with the normal conduct of gaming business.

C. The SGR recognizes that the TGA has primary responsibility to administer and enforce the regulatory requirements of the compact and does so through internal controls, direct control of the gaming media and the security and access of the gaming media in a gaming machine.

D. The TGA shall be present at any inspection, upon having been given notice as set out in section 4 (E) (3) (d), and testing of the gaming media shall be conducted by the TGA representative and verified by the SGR.

E. The SGR's inspection of individual gaming machines shall be limited to purposes authorized by the Compact.